

LTECH_General_Terms_and_Conditions_English

General Terms and Conditions

These General Terms and Conditions form an integral part of the Customer's Service Agreement. In the event of any inconsistency between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail.

LTECH A/S Responsibilities

The quotation is valid for three (3) months from the date of issue; thereafter it is indicative only.

All LTECH employees are bound by confidentiality regarding any information concerning the Customer obtained in connection with the performance of this Agreement.

LTECH will invoice site visits at its standard hourly rates unless such visits are included in the Service Agreement.

The cost of spare parts is not included unless otherwise agreed.

LTECH accepts no liability for faults where persons other than LTECH technicians have carried out work on the control equipment.

For Cloud and Hosting Services, the target server uptime is 99%. Planned and notified maintenance of servers and other IT equipment shall not be regarded as downtime.

Cloud and Hosting log data will be retained for a minimum of three (3) years, provided that the data is available and the connected equipment has been correctly configured. LTECH's responsibility for backup and maintenance of the Customer's Cloud and Hosting log data ceases upon termination or expiry of the Service Agreement or in the event of the Customer's material breach.

Systems incorporating third-party standalone controllers are only fault-traced up to the communication interface.

Rectification of faults within such standalone controllers is outside the scope of this Agreement.

Supply and renewal of TLS certificates for cloud and hosted servers within the ltech.dk domain are included.

For Cloud solutions, Customers cannot independently create or delete users. LTECH will provide assistance with user administration and access rights.

Customer Obligations

The Customer should provide LTECH with access to all relevant areas and equipment during normal working hours and provide ladders, lifting equipment and operating personnel where required. Time lost due to lack of access will be invoiced separately.

If special equipment or protective clothing is required beyond normal CTS/BMS service work, LTECH reserves the right to invoice the Customer unless such equipment is provided by the Customer.

LTECH must have safe access to the technical installations. If safe working conditions are not met, work will be postponed and waiting time will be invoiced separately.

The Customer shall provide drawings, documentation, software codes, keys and similar information necessary for efficient performance of the services.

The Customer shall notify LTECH of operational disturbances or other circumstances affecting the Agreement.

The Customer is responsible for contacts with public authorities and compliance with regulatory requirements.

The Agreement assumes that the Customer performs the necessary routine user maintenance. Additional costs caused by failure to do so may be invoiced.

If the automation system has not been serviced within the previous year, LTECH reserves the right to carry out an initial inspection at the Customer's expense.

The Customer is responsible for ensuring that user administration complies with applicable GDPR legislation. LTECH platforms are intended solely for monitoring and controlling commercial buildings and must not be used to collect personal data, including household-level consumption data.

For Cloud or Hosting solutions

LTECH provides only the BMS platform and shall not be liable for outages, alarms, data loss, plant start/stop events or changed system settings caused by incorrect operation by unauthorized or unqualified persons.

For Cloud or Hosting solutions where the Customer provides the internet connection, the connection must be installed and tested before installation of the Secure Cloud router. If the connection is not operational, LTECH reserves the right to charge for additional time or an extra visit.

Secure Cloud SD-WAN may only be used with equipment covered by this Service Agreement.

SIM/data cards may only be used for IP devices covered by this Service Agreement.

Upon termination, the Customer may request copies of its databases, log data and licenses. The Customer is responsible for requesting such material within a reasonable period after termination.

Maintenance Windows

For maintaining the security, operational stability and uptime of LTECH's systems, LTECH carries out scheduled service and maintenance on an ongoing basis. The standard maintenance window is on Wednesdays in even-numbered calendar weeks between 16:00 and 22:00. The Customer acknowledges that temporary downtime or operational disturbances may occur during this period. Scheduled service and maintenance carried out within the maintenance window shall not be regarded as downtime when calculating the agreed server uptime.

Notwithstanding the standard maintenance window, security-critical updates may be deployed as soon as possible where LTECH considers this necessary to protect and maintain the security of the technical environment. Such updates may result in temporary downtime or operational disturbances.

Payment Terms and Term

The agreed service may commence no earlier than upon the customer's signing of the service agreement and the receipt and registration of the information required for invoicing purposes, such as EAN number, requisition number, etc.

The Agreement fee is invoiced annually in advance and adjusted in accordance with the Danish Wage Index for Construction (SBLON1).

The Agreement enters into force on the effective date and renews automatically for successive twelve (12) month periods. Either party may terminate the Agreement by giving at least three (3) months' written notice prior to the next invoicing date, unless otherwise agreed.

Payment is due thirty (30) days net from the invoice date.

The Customer shall notify LTECH of changes to invoicing details at bogholderi@ltech.dk.

Termination of agreement / cessation of service due to non-payment.

LTECH is entitled to terminate a service agreement or cease provision of a service with immediate effect in the event of the customer's failure to pay for an agreed service following receipt of an invoice and a reminder notice.

Other Terms

LTECH is liable only for property damage or personal injury caused by negligence in connection with its services. Liability is limited to repair or replacement. LTECH shall not be liable for indirect or consequential losses, including loss of profit or production downtime.

The services do not include removal and reinstallation of valves or immersion pipes, nor repairs resulting from overload, misuse, utility failures, water damage, lightning or similar events.

Service call-outs relating to matters outside the scope of this Agreement will be invoiced separately.

For EMS Agreements, the Customer may export its data in CSV format at any time using the platform's built-in functions.

Upon termination, LTECH shall provide the Customer's consumption data electronically in CSV format. EnergiData may use anonymized Customer data for benchmarking, research and other purposes relating to energy performance. Such right continues after termination.

Entry into Force and Amendments

These General Terms and Conditions apply to Service Agreements entered with LTECH A/S from June 2022 onwards. LTECH A/S reserves the right to amend these General Terms and Conditions at any time. The terms and conditions currently in force may be obtained from the LTECH operations center at driftscenter@ltech.dk